

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR REFUSE AND STORMWATER
BILLING AND PAYMENT COLLECTION SERVICES**

THIS AGREEMENT is entered into this _____ day of July 2020, by and between the City of Benbrook, Texas ("City") and the Benbrook Water Authority ("Authority").

WHEREAS, the City and Authority have previously entered into an Agreement whereby the Authority bills and collects residential refuse fees and storm water utility fees; and

WHEREAS, the City and Authority have mutually agreed to renew that previous Agreement, and

WHEREAS, this Agreement is entered into pursuant to Chapter A, Section 791, Texas Government Code, and its successor legislation;

NOW, THEREFORE, it is agreed as follows:

I. AUTHORITY AS BILLING AGENT

- (a) **Designation.** The City designates the Authority as the billing agent for residential refuse collection and storm water services in the City. The Authority agrees to bill City refuse collection and storm water customers monthly for the charges owed the City for refuse collection and storm water service along with its bills for water and sewer service.
- (b) **Amount and Payment.** The Authority will bill refuse and storm water customers at the rate approved by the City Council and shall remit collected payments to the City in a timely basis each month.
- (c) **Partial Payments.** If the Authority receives a payment that is not sufficient to cover the charges for refuse collection, storm water service and water and sewer services, the Authority will allocate the funds received on a priority basis with the first funds going to discharge any amounts due for water charges, then remaining amounts to cover sewer charges, then to cover refuse collection charges, and lastly to cover storm water service fees. Any funds allocated to refuse collection and storm water charges under this partial payment priority system will be remitted to the City under the provisions of Section (b), above.

- (d) **Delinquencies.** Under this Agreement, customers will be considered delinquent if payments have not been made on those portions of their bills related to refuse collection and storm water service charges. The Authority agrees to assess delinquent penalties on past due refuse collection and storm water service charges in accordance with Sections 1.12.060 and 1.12.100 of the Benbrook Municipal Code (1985, as amended). Nothing in this Agreement shall affect how the Authority handles delinquencies on water and sewer charges. The Authority agrees to provide the City with a monthly list of customers who have delinquent refuse and storm water service collection charges.
- (e) **No Interruption of Service.** Under no circumstances will the Authority cancel, suspend or deny water or sewer service to one of its customers because he or she has an outstanding balance for refuse collection and storm water service provided by the City. Likewise, the City shall not be obligated to use any of its enforcement powers to resolve any dispute between the Authority and any of its customers that doesn't involve a City code violation.
- (f) **Compensation.** As compensation for its billing services, the Authority will receive from the City the sum of \$0.4958 (49.58 cents) per bill, to be invoiced and paid monthly to the Authority. In addition, the City will pay a fee associated with its proportionate share of credit card payments. The fee will be based on the discount fee from the Authority's Merchant Services Provider. A summary page will be provided monthly to the City for verification.

II. TERM

The term of this agreement shall be good for the period commencing upon October 1, 2020 and ending September 30, 2021. The Agreement may be renewed annually by mutual consent of each party.

III. BILLING INFORMATION

Billing information for refuse collection will be provided by the Authority through the data process system. The City's refuse collection contractor is responsible for refunds for billing discrepancies and customer reimbursements related to refuse collection charges. The City will provide billing information to the Authority for storm water service charges. The City is responsible for refunds for billing discrepancies and customer reimbursements related to storm water service charges caused by the City's data supplied to the Authority.

IV. INDEMNITY

The City agrees that it will indemnify and hold harmless the Authority against all claims, damages, or costs which the Authority may be legally required to pay arising out of its billing and collection activities on behalf of the City under this agreement and any reasonable attorney fees or cost arising out of said billing and collection activities.

V. AUTHORIZATION

This contract is made pursuant to Chapter 791, Texas Government Code and its successor legislation. By executing this agreement, the City and the Authority do not waive any immunity or defense that would otherwise be available against claims from the exercise of governmental powers and functions.

VI. TERMINATION

Either the City or the Authority may, with ninety (90) days written notice to the other, terminate this Agreement during its term. Said notice will be sufficient if delivered by certified mail to the Secretary of the Authority or the City.

EXECUTED this _____ day of July, 2020

**CITY OF BENBROOK, TEXAS
A MUNICIPAL CORPORATION**

BY: _____
Jerry B. Dittrich, Mayor

ATTEST:

Joanna King, City Secretary

BENBROOK WATER AUTHORITY

By: _____
David W. Hafer, President

ATTEST:

Secretary